

1 Katherine F. Parks, Esq.  
2 Nevada Bar No. 6227  
3 Thorndal Armstrong, PC  
4 6590 S. McCarran Blvd., Suite B  
5 Reno, Nevada 89509  
6 Tel: (775) 786-2882  
7 kfp@thorndal.com  
8 Attorney for Defendants  
9 CARSON CITY, JASON BUENO, SEAN PALAMAR, TYSON LEAGUE,  
10 JASON WOODBURY, and KENNETH FURLONG

11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF NEVADA

13 DREW J. RIBAR,

14 Plaintiff,

15 vs.

Case No. 3:24-cv-00103-ART-CLB

**ANSWER TO COMPLAINT**

16 STATE OF NEVADA EX. REL. NEVADA  
17 DEPARTMENT OF CORRECTIONS,  
18 CARSON CITY AND ITS SHERIFFS  
19 OFFICE, CARSON CITY DISTRICT  
20 ATTORNEYS OFFICE, CARSON CITY  
21 MANAGERS OFFICE, FERNANDEIS  
22 FRAZAIER IN HIS OFFICIAL CAPACITY  
23 AS WARDEN OF NORTHERN NEVADA  
24 CORRECTIONAL, AARON RYDER IN HIS  
25 OFFICIAL CAPACITY AS AN OFFICER OF  
26 NEVADA DEPARTMENT OF  
27 CORRECTIONS, ROBERT SMITH IN HIS  
28 OFFICIAL CAPACITY AS AN OFFICER OF  
NEVADA DEPARTMENT OF  
CORRECTIONS, JASON BUENO IN HIS  
OFFICIAL CAPACITY AS AN OFFICER OF  
CARSON CITY SHERIFF, SEAN  
PALAMAR RYDER IN HIS OFFICIAL  
CAPACITY AS AN OFFICER OF CARSON  
CITY SHERIFF, TYSON DARIN LEAGUE  
RYDER IN HIS OFFICIAL CAPACITY AS  
AN OFFICER OF CARSON CITY DISTRICT  
ATTORNEY, JAMES DZURENDA  
(DIRECTOR NEVADA DEPARTMENT OF  
CORRECTIONS), JASON D. WOODBURY  
(CARSON CITY DISTRICT ATTORNEY),  
KENNETH T. FURLONG IN HIS  
CAPACITY AS SHERIFF CARSON CITY,  
NV, OFFICER/DEPUTY/J. DOE 1-99,

Defendants.

1 COME NOW Defendants CARSON CITY, JASON BUENO, SEAN PALAMAR,  
2 TYSON LEAGUE, JASON WOODBURY, and KENNETH FURLONG, by and through their  
3 attorneys, Thorndal Armstrong, PC, in answer to Plaintiff's Complaint, hereby admit, deny and  
4 allege as follows:

5 **FIRST DEFENSE**

6 **Paragraph 1. Jurisdiction**

7 1. Defendants deny the allegations contained in Paragraph 1 of Plaintiff's  
8 Complaint.

9 2. Defendants deny the allegations contained in Paragraph 2 of Plaintiff's  
10 Complaint.

11 3. Defendants deny the allegations contained in Paragraph 3 of Plaintiff's  
12 Complaint.

13 4. Defendants deny the allegations contained in Paragraph 4 of Plaintiff's  
14 Complaint.

15 **Paragraph 2. Facts & Cause of Action**

16 1. In answer to Paragraph 1 of Plaintiff's Complaint, the allegations contained  
17 therein do not appear to apply to these answering Defendants. In the event the allegations in  
18 Paragraph 1 were deemed to apply to these answering Defendants, Defendants deny same.

19 2. In answer to Paragraph 2 of Plaintiff's Complaint, the allegations contained  
20 therein do not appear to apply to these answering Defendants. In the event the allegations in  
21 Paragraph 2 were deemed to apply to these answering Defendants, Defendants deny same.

22 3. In answer to Paragraph 3 of Plaintiff's Complaint, the allegations contained  
23 therein do not appear to apply to these answering Defendants. In the event the allegations in  
24 Paragraph 3 were deemed to apply to these answering Defendants, Defendants deny same.

25 4. In answer to Paragraph 4 of Plaintiff's Complaint, the allegations contained  
26 therein do not appear to apply to these answering Defendants. In the event the allegations in  
27 Paragraph 4 were deemed to apply to these answering Defendants, Defendants deny same.

28 5. In answer to Paragraph 5 of Plaintiff's Complaint, the allegations contained

1 therein do not appear to apply to these answering Defendants. In the event the allegations in  
2 Paragraph 5 were deemed to apply to these answering Defendants, Defendants deny same.

3 6. Defendants deny the allegations contained in Paragraph 6 of Plaintiff's  
4 Complaint.

5 7. Defendants deny the allegations contained in Paragraph 7 of Plaintiff's  
6 Complaint.

7 8. Defendants deny the allegations contained in Paragraph 8 of Plaintiff's  
8 Complaint.

9 9. Defendants deny the allegations contained in Paragraph 9 of Plaintiff's  
10 Complaint.

11 10. Defendants deny the allegations contained in Paragraph 10 of Plaintiff's  
12 Complaint.

13 **Paragraph 3. Damages**

14 1. Defendants deny the allegations contained in Paragraph 1 of Plaintiff's  
15 Complaint.

16 2. Defendants deny the allegations contained in Paragraph 2 of Plaintiff's  
17 Complaint.

18 3. Defendants deny the allegations contained in Paragraph 3 of Plaintiff's  
19 Complaint.

20 **SECOND DEFENSE**

21 Plaintiff's Complaint on file herein fails to state a claim against these Defendants upon  
22 which relief can be granted.

23 **THIRD DEFENSE**

24 At all times and places alleged in Plaintiff's Complaint, the negligence, misconduct, and  
25 fault of Plaintiff exceeds that of these Defendants, if any, and Plaintiff is thereby barred from any  
26 recovery against these Defendants.

27 **FOURTH DEFENSE**

28 The occurrence referred to in Plaintiff's Complaint, and all damages, if any, arising

1 therefrom, were caused by the acts or omissions of a third person or persons over whom these  
2 Defendants had no control.

3 **FIFTH DEFENSE**

4 It has been necessary for Defendants to employ the services of an attorney to defend this  
5 action, and a reasonable sum should be allowed Defendants as and for attorney's fees, together  
6 with their costs expended in this action.

7 **SIXTH DEFENSE**

8 Upon information and belief, Plaintiff has failed to mitigate his damages.

9 **SEVENTH DEFENSE**

10 Defendants' alleged actions or omissions were taken with due care in the execution of  
11 the statutes and regulations, and, therefore, Defendants are statutorily immune from this action.

12 **EIGHTH DEFENSE**

13 Defendants' alleged actions or omissions occurred in the exercise or performance of  
14 discretionary functions and duties, and, therefore, Defendants are statutorily immune from this  
15 action.

16 **NINTH DEFENSE**

17 An award of punitive damages against Defendants would be violative of the Fifth  
18 Amendment of the United States Constitution in that there is no assurance against multiple,  
19 unrestrained punishment in the form of punitive damages. Such an award of punitive damages  
20 would be violative of the double jeopardy provisions of the Nevada Constitution, Art. I, §8.

21 **TENTH DEFENSE**

22 An award of punitive damages against Defendants would be violative of the due process  
23 clause of the United States Constitution, the Fourteenth Amendment, §1, and violative of the due  
24 process clause of the Nevada Constitution, Art. I, §8.

25 **ELEVENTH DEFENSE**

26 An award of punitive damages against Defendants would constitute an undue burden  
27 upon interstate commerce and violate the interstate commerce clause of the United States  
28 Constitution, Art. I, §8.

**TWELFTH DEFENSE**

An award of punitive damages against Defendants would constitute an excessive fine violative of the Nevada Constitution, Art. I, §7.

**THIRTEENTH DEFENSE**

An award of punitive damages against Defendants should be barred since Plaintiff cannot establish that Defendants had an "evil mind" and "conducted themselves in an aggravated and outrageous manner."

**FOURTEENTH DEFENSE**

The burden of proof on punitive damages should be by clear and convincing evidence.

**FIFTEENTH DEFENSE**

The negligence of Plaintiff caused or contributed to any injuries or damages the Plaintiff may have sustained and the negligence of Plaintiff in comparison with the negligence of Defendants, if any, requires that the damages of Plaintiff be denied or be diminished to the amount of negligence attributable to Plaintiff.

**SIXTEENTH DEFENSE**

The damages recoverable against these Defendants, if any, are limited by the provisions of NRS 41.035.

**SEVENTEENTH DEFENSE**

The Defendants are entitled to absolute prosecutorial immunity from suit for all claims premised upon 42 USC Section 1983.

**EIGHTEENTH DEFENSE**

The Defendants are entitled to qualified immunity from suit for all claims premised upon 42 USC 1983.

**NINETEENTH DEFENSE**

No custom or policy existed in Carson City which was the moving force behind a violation of Plaintiff's constitutional rights.

**TWENTIETH DEFENSE**

No punitive damages are recoverable against Carson City pursuant to 42 U.S.C. Section

1988.

**TWENTY-FIRST DEFENSE**

The Carson City Manager's Office, the Carson City District Attorney's Office and the Carson City Sheriff's Office, as departments of Carson City, are not suable entities.

**TWENTY-SECOND DEFENSE**

Kenneth Furlong and Jason Woodbury are entitled to dismissal based on the lack of any allegations of their personal involvement in any violation of the Plaintiff's constitutional rights.

**TWENTY-THIRD DEFENSE**

Pursuant to FRCP 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' answer, and therefore Defendants reserve the right to amend this answer to allege additional affirmative defenses if subsequent investigation warrants.

WHEREFORE, Defendants pray:

1. That Plaintiff's Complaint be dismissed with prejudice and that they take nothing thereby;
2. That Defendants be awarded a reasonable attorney's fee and costs of suit; and
3. For such other and further relief as this Court deems just and proper.

DATED this 12<sup>th</sup> day of March, 2024.

THORNDAL ARMSTRONG, PC

By: /s/ Katherine Parks  
KATHERINE F. PARKS, ESQ.  
Nevada Bar No. 6227  
6590 S. McCarran Blvd., Suite B  
Reno, Nevada 89509  
Attorney for Defendants  
CARSON CITY, JASON BUENO, SEAN  
PALAMAR, TYSON LEAGUE, JASON  
WOODBURY, and KENNETH FURLONG

**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5(b), I certify that I am an employee of Thorndal Armstrong, PC, and that on this date I caused the foregoing ANSWER TO COMPLAINT to be served on all parties to this action by:

  X   placing an original or true copy thereof in a sealed, postage prepaid, envelope in the United States mail at Reno, Nevada.

       United States District Court CM/ECF Electronic Filing Process

       hand delivery

       electronic means (fax, electronic mail, etc.)

       Federal Express/UPS or other overnight delivery

fully addressed as follows:

Drew J. Ribar  
3480 Pershing Ln  
Washoe Valley, NV 89704  
Pro Se Plaintiff

DATED this 12<sup>th</sup> day of March, 2024.

      /s/ Laura Bautista        
An employee of Thorndal Armstrong, PC